

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Nebraska Department of Labor's Unemployment Insurance**, which hereinafter may be referred to as UI, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and UI to delineate UI's cost allocation and resource sharing agreements, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

- 1. Direct partner costs for rent are represented in a separate lease between the City of Lincoln and the Nebraska Department of Labor.**
- 2. The one stop partner, UI, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system for the following items:**

Cost: System costs defined below are to be shared equally. When a cost is billed to the one stop partner by the City of Lincoln, an itemized billing statement of actual costs shall be provided and the one stop partner shall pay for items within 30 days of receipt of the request for payment.

Board Operations: There are 14 One Stop partners identified in the MOU serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment to be made to the City of Lincoln on a quarterly basis. A single representative may represent multiple partners. Board operation costs include costs for board meetings, committee meetings, materials, postage, phone, copying and printing.

- 3. The one stop partner, UI, agrees to utilize NNAS system software for registration purposes at all initial claim intake computer terminals at the Remote Initial Claims Centers. The Department of Labor, through the NNAS Steering Committee on an annual basis, will determine the user fee.**

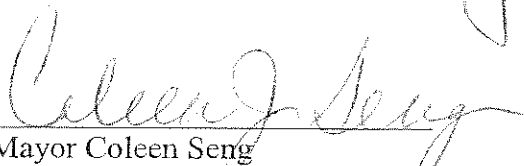
- 4. Responsibility for Funds:** Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

- 5. Term:** This Agreement shall be in effect for the period beginning July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.

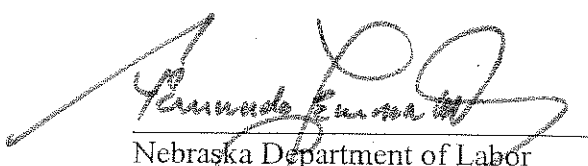
6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

7. Capacity: the undersigned person representing UI does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind UI to this Agreement.

IN WITNESS WHEREOF, UI and Mayor Coleen Seng, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 6th day of July, 2004.




Mayor Coleen Seng
City of Lincoln/Greater Lincoln
Workforce Investment Board



Nebraska Department of Labor
For Unemployment Insurance
Fernando Lecuona III,
Commissioner of Labor

Approved by:



James Linderholm, Chair
Greater Lincoln Workforce Investment Board

ATTACHMENT B: AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, Nebraska Department of Labor's **Unemployment Insurance**, which hereinafter may be referred to as UI, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and UI to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, UI, agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Determine whether individuals are eligible to receive Unemployment Compensation assistance and provide information for filing claims for unemployment compensation.
- b. The unemployed person that does not have a recall date to their last employer and is not a member of a union with a hiring hall is expected to be registered for work with the Wagner Peyser service provider

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner, UI, in the following manner:

Service: a. Determine whether individuals are eligible to receive Unemployment Compensation assistance and provide information for filing claims for unemployment compensation.

Method of delivery: Actual application for UI can be made via a telephone call from the One Stop Career Center location. UI will provide a telephone at the Greater Lincoln One Stop Center designated for the particular use of filing for UI/NAFTA/TAA. The use of the telephone is limited to UI/NAFTA/TAA activity only. UI will attach a disclaimer or signage near the phone indicating that telephone use is restricted for UI filing purposes only. UI will also provide pamphlets explaining rights and responsibilities of the unemployed worker as well as the eligibility requirements for UI.

Where the service will be provided: Telephone and pamphlets will be provided by UI at the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Method of referral: One Stop staff will direct UI applicants to the designated UI telephone at the One Stop Career Center and to UI pamphlets.

Service: b. The unemployed person that does not have a recall date to their last employer and is not a member of a union with a hiring hall is expected to be registered for work with the Wagner Peyser service provider.

Method of Delivery: If, during the telephone application interview, UI determines that an unemployed person described above must register for work, UI will communicate that requirement to said person.

Where the service will be provided: From the telephone provided at the One Stop Career Center.

3. Method of Referral: The One Stop Partners have agreed in the umbrella MOU to provide for the referral of individuals for services by use of a common general information sheet, administered through the NWSAS system, which will refer individuals to the appropriate partner for needed services.

4. Costs: UI costs of providing the above referenced services through the one stop center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning on July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.

7. Termination: Any party may withdraw from or terminate this Agreement by adhering to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents,

employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers', employee's or agent's acts, omissions or negligence performed under this Agreement.


9. Independent Contractor: UI shall perform their core services under this Agreement as an independent contractor. UI has sole and exclusive charge and control of the manner and means of performance. UI, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that UI is not an employee of the Greater Lincoln Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.

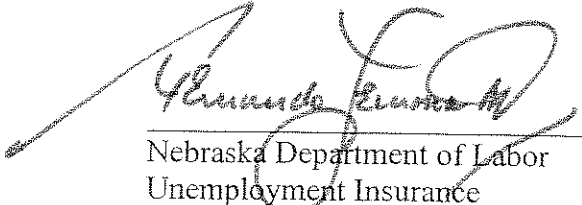
10. One Stop Management Council: UI, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the One Stop Center.

11. One Stop Center Management: UI, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they don't violate state and federal regulations applicable to UI's program or Department of Labor policies.

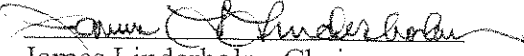
12. Capacity: The undersigned person representing UI does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind UI to this agreement.

IN WITNESS WHEREOF, Nebraska Department of Labor, representing Unemployment Insurance, and Mayor Coleen Seng, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 6th day of July, 2004.


Mayor Coleen Seng
City of Lincoln/Greater Lincoln
Workforce Investment Board


Nebraska Department of Labor
Unemployment Insurance
Fernando Lecuona III,
Commissioner of Labor

Approved by:


James Linderholm, Chair
Greater Lincoln Workforce Investment Board

Jim Linderholm
Chairperson



Mayor Coleen J. Seng
Chief Elected Official

March 9, 2005

GREATER LINCOLN
WORKFORCE INVESTMENT BOARD

Jill Schreck
Nebraska Department of Labor-Unemployment Insurance
P.O. Box 94600
Lincoln, NE 68509-4600

RE: Attachments A and B to the Memorandum of Understanding between Lincoln Workforce Investment Board and Nebraska Department of Labor's Unemployment Insurance, EO #70635

Dear Jill:

In accordance with the terms and conditions of the above referenced Attachments A and B to the Memorandum of Understanding, the City of Lincoln/Greater Lincoln Workforce Investment Board desires to renew said Attachments A and B to the Memorandum of Understanding (MOU) for one (1) additional term beginning July 1, 2005 through June 30, 2006.

It is understood that all terms and conditions of the original Attachments A and B to the Memorandum of Understanding will remain unchanged during the renewal term. For your own information and as a reminder, the Workforce Investment Act of 1998 (PL 105-220) remains in existence until repealed by the federal government. WIA is currently in the process of re-authorization before Congress. It is not clear when re-authorization will be finalized but expenditures under the 1998 Act are authorized through June, 2006. Thus, the terms and conditions of the Attachments are in reference to the current law.

As evidence of your agency's decision to renew the referenced MOU under said terms and conditions, please countersign below. Return three original letters on or before April 15, 2005 for processing care of Jan Norlander-Jensen, City of Lincoln, Urban Development, 808 P Street, Suite 400, Lincoln, NE 68508.

If your agency should choose not to renew this MOU, please state on your letterhead the reasons and return to the City of Lincoln/Greater Lincoln Workforce Investment Board at the above address.

Sincerely,

A handwritten signature in cursive script that reads "Jan Norlander-Jensen".
Jan Norlander-Jensen

Counter Signature:

Office of Workforce Security / UI
One Stop Partner Agency Name

402-471-9948
Phone No.

A handwritten signature in cursive script, likely belonging to the authorized representative.
Signature of Authorized Representative of
One Stop Partner

Executive Director
Title

4-8-05
Date

A handwritten signature in cursive script that reads "Coleen J. Seng".
Mayor Coleen Seng
City of Lincoln

Approved by:

A handwritten signature in cursive script that reads "James Linderholm".
James Linderholm, Chair of Greater Lincoln
Workforce Investment Board